



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

May 13, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: COOPERATIVE FINANCIAL AGREEMENT  
BETWEEN THE CITY OF LAKEWOOD AND THE COUNTY OF LOS ANGELES  
REQUEST FOR JURISDICTION AND HIGHWAYS-THROUGH-CITIES FUNDING  
PARAMOUNT BOULEVARD FROM CANDLEWOOD STREET TO COVER STREET  
ROADWAY REHABILITATION PROJECT  
CITY OF LAKEWOOD  
(SUPERVISORIAL DISTRICT 4)  
(4 VOTES)**

**SUBJECT**

This action is to approve the resolution declaring Paramount Boulevard from Candlewood Street to Cover Street be a part of the County System of Highways and authorize Highways-Through-Cities funding to perform a roadway rehabilitation project and to approve a cooperative financial agreement between the City of Lakewood and the County of Los Angeles to fund the project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the subject project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution declaring Paramount Boulevard from Candlewood Street to Cover Street, which is within the City of Lakewood, to be a part of the County System of Highways and approving County aid in the amount of \$934,700 for preliminary engineering and construction administration costs of the improvements.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

3. Approve the project and instruct the Chair of your Board to sign the cooperative agreement with the City of Lakewood for the project. The agreement provides for the County of Los Angeles to finance and perform the preliminary engineering for the improvements and administer construction of the project at no cost to the City. The agreement further provides for the City of Lakewood to finance the construction contract cost currently estimated to be \$2,225,560 for a total estimated project cost of \$3,160,260.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide a County financial contribution and authorize the County of Los Angeles (County) to perform the preliminary engineering and administer the construction of the project. The City of Lakewood (City) has requested the County's assistance to complete this project. Your Board's approval of the attached agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). By improving Paramount Boulevard, the residents of the City and the unincorporated County area who travel on this road will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total cost of this project is estimated to be \$3,160,260 including \$516,000 for design services financed by the Road Fund in prior fiscal years, and \$14,000 in FY 2008-09. The construction cost of the project, estimated to be \$2,630,260, is included in the proposed FY 2008-09 Road Fund Budget. The City will reimburse the County for the construction contract cost, estimated to be \$2,225,560. The City's share will be financed with \$953,204 Federal Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users grant funds earmarked for this project and \$1,272,356 from other funds available to City.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed agreement provides for the County to perform the preliminary engineering and administer the construction of the project. The agreement further provides for the City to finance the construction contract cost, with the County to finance the preliminary engineering and construction administration costs. The agreement has been executed by the City and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4, 5, 10, 13, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the installation and modification of traffic signal systems and for median beautification with a sprinkler system. The exemptions also provide for the reconstruction of existing roadway pavement, curbs, gutters, sidewalk, drive aprons, and the removal of those trees, which are the cause of the damage requiring the reconstruction. Additionally the exemptions provide for the maintenance of existing roadway facilities.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

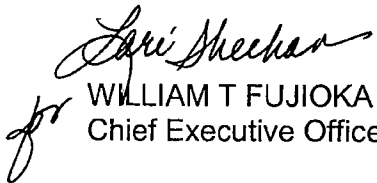
Paramount Boulevard is on the County Highway Plan, and the proposed improvements are needed and of general County interest. This project will also enhance motorist and pedestrian safety.

The Honorable Board of Supervisors  
May 13, 2008  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter and the agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DDE  
SA:sc

Attachment

c: County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LAKEWOOD, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Paramount Boulevard from Candlewood Street to Cover Street, which work (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY has requested and COUNTY is willing to perform or cause to be performed the preliminary engineering, inspection and engineering, materials testing, construction survey, signing and striping, and construction contract administration for PROJECT at COUNTY expense; and

WHEREAS, "COST OF PROJECT" includes the costs of "PRELIMINARY ENGINEERING", construction inspection and engineering, materials testing, construction survey, and signing and striping, "CONSTRUCTION CONTRACT", and "CONSTRUCTION ADMINISTRATION" for PROJECT as more fully set forth herein; and

WHEREAS, "COST OF PROJECT" is currently estimated to be Three Million One Hundred Sixty Thousand Two Hundred Sixty and 00/100 Dollars (\$3,160,260.00), with the CITY'S share being Two Million Two Hundred Twenty-five Thousand Five Hundred Sixty and 00/100 Dollars (\$2,225,560.00); and

WHEREAS, COUNTY is willing to finance the cost of "PRELIMINARY ENGINEERING" and "CONSTRUCTION ADMINISTRATION" currently estimated to be Nine Hundred Thirty-four Thousand Seven Hundred and 00/100 Dollars (\$934,700.00); and

WHEREAS, CITY has secured Federal Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (hereinafter referred to as SAFETEA-LU) grant funds in the amount of Nine Hundred Fifty-three Thousand Two Hundred Four and 00/100 Dollars (\$953,204.00) to be used to finance a portion of COST OF PROJECT; and

WHEREAS, CITY acknowledges that only Seven Hundred Sixty-nine Thousand Six Hundred Four and 00/100 Dollars (\$769,604) of the total Nine Hundred Fifty-three

Thousand Two Hundred Four and 00/100 Dollars (\$953,204.00) in SAFETEA-LU grant funds are currently available and that CITY is willing to advance the remaining One Hundred Eighty-three Thousand Six Hundred and 00/100 Dollars (\$183,600.00) from other available CITY funds; and

WHEREAS, CITY proposes to finance its remaining share of "COST OF PROJECT" estimated to be One Million Two Hundred Seventy-two Thousand Three Hundred Fifty-six and 00/100 (\$1,272,356.00) from available CITY funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of the environmental documentation; right-of-way acquisition and clearance matters, design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of the PROJECT.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- d. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the cost of PRELIMINARY ENGINEERING, together with any cost of CONSTRUCTION CONTRACT, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, CONSTRUCTION ADMINISTRATION, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

(2) CITY AGREES:

- a. To finance cost of CONSTRUCTION CONTRACT, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. To authorize COUNTY to accept Nine Hundred Fifty-three Thousand Two Hundred Four and 00/100 Dollars (\$953,204.00) of SAFETEA-LU Earmark No. 2288 grant funds to finance a portion of CITY'S share of COST OF PROJECT, described in paragraph (2) a., above, of which Seven Hundred Sixty-nine Thousand Six Hundred Four and 00/100 Dollars (\$769,604) is currently available.
- c. To deposit with the COUNTY One Hundred Eighty-three Thousand Six Hundred and 00/100 Dollars (\$183,600.00) from available CITY funds in place of SAFETEA-LU Earmark No. 2288 grant funds not yet available to finance a portion of CITY'S share of COST OF PROJECT, described in paragraph (2 ) a., above.
- d. To deposit with the COUNTY One Million Two Hundred Seventy-two Thousand Three Hundred Fifty-six and 00/100 (\$1,272,356.00) of available CITY funds, which shall be to finance a portion of CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- e. Upon request from COUNTY'S Board of Supervisors, to consent to COUNTY'S request for jurisdiction of Paramount Boulevard from Candlewood Street to Cover Street as part of the County System of Highways for the limited purpose of performing roadway resurfacing and other improvements.
- f. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT at no cost to COUNTY to the extent not already provided by law.
- g. To cooperate with COUNTY in conducting negotiations with and where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- i. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To perform or cause to be performed, at the COUNTY'S expense, the PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT estimated to be Nine Hundred Thirty-four Thousand Seven Hundred and 00/100 Dollars (\$934,700.00) in compliance with Federal SAFETEA-LU, State Gas Tax, and County Proposition C funding criteria.
- b. To utilize SAFETEA-LU Earmark No. 2288 funds toward the CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- c. To accept CITY'S deposit of funds to advance the remaining One Hundred Eighty three Thousand Six Hundred and 00/100 Dollars (\$183,600.00) of the SAFETEA-LU Earmark No. 2288 grant funds toward City's share of COST OF PROJECT, described in paragraph (2) a., above.
- d. To return to CITY the advance the CITY deposited as described in paragraph (3) c., above within 90 days upon receipt of the remaining SAFETEA-LU Earmark No. 2288 grant funds.
- e. To accept CITY'S deposit of One Million Two Hundred Seventy-two Thousand Three Hundred Fifty-six and 00/100 (\$1,272,356.00) of available CITY funds as payment toward the CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- f. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- g. To advertise PROJECT for construction bids, to award and to administer CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- h. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF



PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If the funds described in paragraphs (2) b., (2) c., and (2) d. above are insufficient to completely finance CITY'S commitment, as set forth in paragraph (2) a., above, CITY shall pay COUNTY other CITY funds, so that the total will equal CITY'S share of COST OF PROJECT, as described in paragraph (2) a., above.
- b. That if CITY'S payment, as set forth in paragraph (4) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- c. That if CITY'S payment, as set forth in paragraph (4) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the billing invoice prepared by COUNTY for CITY'S payment, as set forth in paragraph (4) a., and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and

consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Lisa A. Rapp  
Director of Public Works  
City of Lakewood  
5050 North Clark Avenue  
Lakewood, CA 90712-2697

COUNTY: Mr. Dean D. Efstathiou  
Acting Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any

- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32062 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

Page 7 of 8

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LAKEWOOD on, \_\_\_\_\_, 2008, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2008.

COUNTY OF LOS ANGELES

ATTEST:

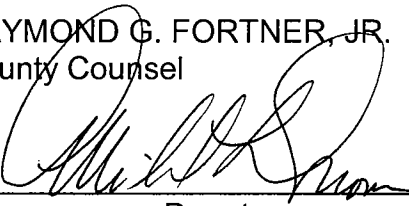
By \_\_\_\_\_  
Chair, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF LAKEWOOD

By  \_\_\_\_\_  
Mayor

ATTEST:

By  \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By  \_\_\_\_\_  
City Attorney

**RESOLUTION DECLARING PARAMOUNT BOULEVARD FROM CANDLEWOOD STREET TO COVER STREET, WHICH IS WITHIN THE CITY OF LAKEWOOD, TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Paramount Boulevard from Candlewood Street to Cover Street, which is within the City of Lakewood, in the County of Los Angeles, State of California, should be a part of the County System of Highways, for the limited purpose of performing roadway resurfacing and other improvements.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the attached resolution by the City Council of the City of Lakewood, California, consenting to the establishment of Paramount Boulevard from Candlewood Street to Cover Street, within said City, as part of the County System of Highways;

WHEREAS, the Board of Supervisors of said County intends to contribute Highways-Through-Cities funds, estimated to be \$934,700, to finance the preliminary engineering and construction administration costs of the improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Paramount Boulevard from Candlewood Street to Cover Street, which is within the City of Lakewood, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work and the contribution of Highway-Through-Cities funds, estimated to be \$934,700, to finance the preliminary engineering and construction administration costs of the improvements.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- (a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned street, within the City of Lakewood, existing prior to the start of road construction by the County or following the completion and field acceptance of said construction.
- (b) That the work to be performed by the County shall not include roadway maintenance activities on Paramount Boulevard from Candlewood Street to Cover Street, which is within the City of Lakewood, prior to the start of road construction by the County or following the completion and field acceptance of said construction.

- (c) That the County of Los Angeles authorizes the Director of the Los Angeles County Department of Public Works to assign to the City of Lakewood all of its right, title and interest in any unexpired portion of the one year warranty granted to the County by the construction contractor performing the Road Work. This assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County.

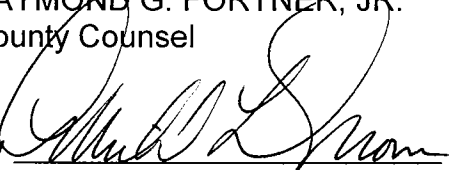
The foregoing Resolution was on the day \_\_\_\_\_ of \_\_\_\_\_, 2008, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy